

# EXHIBIT 8



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Square One Fund Ltd  
Attn: Luc Estenne  
10, Rue D'Italie  
CH - 1024 Geneva  
Switzerland

and

BakerHostetler LLP  
Attn: Marco Molina  
45 Rockefeller Plaza  
New York, NY 10111

25<sup>th</sup> November, 2020

Our ref: Project Kathari

Dear Sirs,

**eDiscovery Services - Project Kathari**

**1 Introduction**

Further to our discussions, we are writing to set out the terms on which we propose to advise Square One Fund Ltd and BakerHostetler LLP (jointly the "Clients" or "you") in relation to certain eDiscovery services including processing, deduplication and hosting of electronic data (e.g. emails and attachments). All data will be provided to Deloitte and no scoping is requested to be performed by Deloitte.

If not defined in this letter, terms or expressions that are capitalised have the meaning set out in the section headed "**Definitions**" in the attached Terms of Business for Financial Advisory (the "**Terms of Business**").

The purpose of our work (the "**Purpose**") is to provide to you the services described in section 2 below (the "**Services**") and to assist you in connection with Project Kathari.

**2 Our Services and responsibilities**

**2.1 The Engagement Team**

Bob Dillen will be the partner in charge of this engagement and he will be assisted by Malik Kheribèche a Senior Manager, who will be responsible for controlling the engagement on a day to day basis. Philipp Luettmann will act as the second partner on this assignment. These people, together with other partners and staff working on this engagement, comprise the "**Engagement Team**".

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## 2.2 Scope of our Services

You have asked us to provide the Services, the scope of which and our associated responsibilities are set out in:

- Appendix [1] of this Contract, which sets out our approach to electronic discovery services. This describes the considerations that will apply to our identification, collection, processing, analysis and hosting (each as applicable, depending on the scope of the Services) of electronic data; and
- Sections 2 and 5 of the Terms of Business.

The initial Services to be provided under this Contract include:

- Re-processing a set of approximately 8 GB of data that has been previously processed by third-parties you engaged (the "existing dataset");
- Processing a new set of data you identified, related to 16 custodians (the "new dataset");
- Uploading the existing dataset and the new dataset into Deloitte's Switzerland-based eDiscovery platform;
- Performing a deduplication of the new dataset against the existing dataset;
- Performing additional filtering to limit the dataset to the 16 custodians if required;
- Identifying all the files from the new dataset that are not included in the existing dataset (the "delta");
- Setting up and supporting the eDiscovery platform for document review and redaction.

The scope of our Services does not include a review of your systems and internal controls. However, if we identify weaknesses that we consider significant during our work, we will draw these to your attention.

## 2.3 Deliverables

The Deliverables from this engagement will comprise the data processing, deduplication reports and document productions upon your request (the "**Deliverables**").

The Deliverables will be completed in accordance with a timetable to be agreed with you. Should we encounter any difficulties meeting the agreed timetable, we will bring them to your attention promptly.

## 3 Your responsibilities and project assumptions

### 3.1 Your responsibilities

In connection with the provision of the Services, we refer you to clauses 3 and 4 of the Terms of Business. These confirm your responsibility for the provision of information and decision-making in connection with the Services we are to provide.

A handwritten signature in blue ink, consisting of a stylized, cursive 'D' followed by a horizontal line.

A handwritten signature in black ink, consisting of a stylized, cursive 'D' followed by a horizontal line.



### 3.2 Project assumptions

The Services, Charges and timetable are based upon the following assumptions, representations and information supplied by you ("**Assumptions**").

- The total volume of the existing dataset is approximately 8 GB and will be delivered by you to Deloitte.
- The total volume of the new dataset is approximately 160 GB (assuming 10 GB of data per custodians for 16 custodians) and will be delivered by you to Deloitte.
- The existing dataset is provided in its original format (e.g. PST email archive) and not in its processed format (e.g. Concordance Loadfile with native and text files).
- The new dataset is provided in its original format.

### 4 Cooperation with your legal advisers

You confirm that Square One Fund Ltd has engaged Jenner & Block, LLP as its legal advisers in this matter and that Irving Picard, the Trustee of the estate of Bernard L. Madoff, has engaged Baker & Hostetler LLP as his legal advisers in this matter. You wish them to have access to our Deliverables and for us to have future discussions that include them in respect of this engagement. In order that we may permit them to have access to our Deliverables and for us to have future discussions that include them in respect of this engagement, you agree and accept that by doing so we are not extending our responsibilities beyond those responsibilities to you that we acknowledge in this Contract.

Jenner & Block LLP is responsible to assess the collected data in terms of compliance with the law, particularly the data privacy law.

### 5 Fees and expenses

Our fees, for which you will be responsible, will be charged in accordance with the hourly rates of the partners and staff involved, with the addition of expenses as actually incurred. Square One Fund and the Trustee will share in all fees equally.

We will invoice you at monthly intervals based on our time charges and expenses incurred. Deloitte will invoice each party their share of the invoice (50% / 50%) and will not look to either party for the other party's fees.

Our hourly rates (excluding VAT) for the grades of the main people involved on this co-engagement are:

	CHF
Partner	750
Director	580
Senior Manager	470
Manager and below	380
Forensic Data Collection	350
eDiscovery Review Support	250
Document Redaction / Reviewer	130



Our hourly rates are subject to revision on 1 September each year, starting on the 1 September 2022. Personnel assigned to the engagement may be promoted during the period of this engagement and this will cause their hourly rates to rise to that of their new grade. We will advise you in writing in advance of any change in the hourly rates or of any relevant changes in personnel grade.

**Additional eDiscovery pricing**

	<b>CHF per unit (excl. VAT)</b>
Data processing (per GB)	75
Hosting fees – monthly fees per GB	10
Fees for Relativity – monthly fees per user	100
Audio data processing (per hour)	25
Document translation (per 1000 documents)	500

**6 Terms of Business and liability provisions**

The enclosed Terms of Business form an integral part of the Contract between us and your attention is drawn to them. The following amendments to the Terms of Business have been agreed between us:

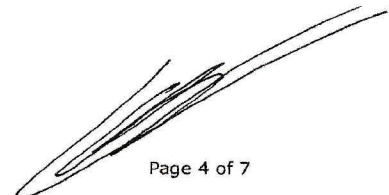
- The parties acknowledge the risk posed by the spread of Covid-19 ("Coronavirus") and the associated impact this might have on the delivery of the Services. The parties personnel will comply with any restrictions or conditions imposed by their respective organisations on working practices as the threat of Coronavirus continues.
- Whilst the parties will seek to continue to comply with their respective obligations in accordance with the timeframes and approach set out in the contract, the parties accept that they may be required to adopt alternative working practices and put in place safeguards during this period, including working remotely, restrictions on travel to and from particular locations and the quarantining of individuals. These working practices and safeguards may impact or prevent the delivery of various activities, for example, workshops or other face to face meetings. Without prejudice to the fact that neither party will be responsible for events beyond their reasonable control in connection with the Services, the parties will work collaboratively and in good faith to agree any formal variations to the contract to mitigate the adverse impact resulting from the effects of Coronavirus on the Services, including but not limited to the timetable for delivery of the Services, the approach, methods and working practices for delivering the Services, and any additional associated costs. In any event, Deloitte shall have no liability for any failure or delay to perform its obligations under the contract, to the extent caused and/or contributed to by the spread of Coronavirus and its associated impacts.

**7 Agreement to the Contract**

If, having considered the provisions of this Contract, you conclude that they are reasonable in the context of all the factors relating to the engagement and our proposed appointment and you wish to engage us on these terms, please confirm your written acceptance of this Contract by signing and returning the attached copy.

 Project Kathari

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We look forward to working with you.

Yours faithfully

**Deloitte AG**

  
Bob Dillen  
Partner

  
Philipp Luettmann  
Partner

APPENDICES:

Terms of Business for Financial Advisory (separate document)  
Appendix [1] Approach to Electronic Discovery

I hereby confirm that you are authorised to carry out this engagement in accordance with the terms set out above.

For and on behalf of **Square One Fund Ltd**

  
Signature

LUC B. STENNE  
Printed name

DIRECTOR  
Title

BRUSSELS 03/12/20  
Place, date


Signature

Printed name

Title

Place, date

For and on behalf of **BakerHostetler LLP**

  
Signature

MARCO MOLINA  
Printed name

PARTNER  
Title

COSTA MESA, CA 12-15-20  
Place, date

Signature

Printed name

Title

Place, date